

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
)	

**STIPULATION AND CONSENT ORDER RESOLVING THE MOTION OF HITOSHI
AND WAKANA INOUE FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, Hitoshi and Wakana Inoue (“**Movants**”) are plaintiffs in a civil action against, among others, GMAC Mortgage, LLC (“**GMAC Mortgage**”) and Executive Trustee Services, LLC (“**ETS**”), each one of the above captioned debtors and debtors in possession (collectively, the “**Debtors**”), filed in the Superior Court of California, County of Sonoma (the “**State Court**”), Case No. SCV248256 (the “**Inoue Action**”);¹

WHEREAS, on May 14, 2012, each of the Debtors filed a voluntary petition in this Court for relief under Chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

WHEREAS, the Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

WHEREAS, as of the Petition Date, the trial on the Inoue Action was scheduled to commence on July 20, 2012;

WHEREAS, on July 17, 2012, the Movants filed the *Motion of Hitoshi and Wakana Inoue for An Order Pursuant to Section 362(d) of the Bankruptcy Code Modifying the Automatic Stay to Permit Movants to Proceed to Trial Before California Superior Court and to Extend Time to Object to Discharge of Debt* [Docket No. 801] (the “**Motion**”) seeking to proceed with

¹ The complaint in the Inoue Action names GMAC Mortgage Corporation and ETS Services, LLC as defendants. GMAC Mortgage Corporation is now known as GMAC Mortgage, LLC and ETS Services, LLC is a “dba” of ETS.

the Inoue Action in the State Court;

WHEREAS, all discovery has been completed, no dispositive motions are pending, and the Inoue Action is ready for trial.

WHEREAS, in consenting to limited relief from the automatic stay, the Debtors have considered all of the particular facts and circumstances of the Action.

WHEREAS, the Movant and the Debtors (collectively, the “**Parties**”) have conferred and the Debtors have consented to a limited modification of the automatic stay (the “**Stay**”) of section 362(a) of the Bankruptcy Code pursuant to the terms, and subject to the conditions set forth in this stipulation and consent order (the “**Stipulation and Consent Order**”).

NOW THEREFORE, it is hereby stipulated and agreed as between the Parties to this Stipulation and Consent Order, through their undersigned counsel, that:

1. The Stay shall be modified solely to the extent set forth herein.
2. The Movants may proceed with the trial against the Debtors in the Inoue Action, and the Parties may pursue any appeal therefrom, solely for the purpose of determining the extent, if any, of the Debtors’ liability to the Movants, consistent with the terms, conditions and limitations of this Stipulation and Consent Order. This Stipulation and Order is without prejudice to the Movants’ rights to pursue third parties in the Inoue Action.
3. Notwithstanding anything in this Stipulation and Consent Order or the Motion to the contrary, absent further order of this Court, the Movants shall not enforce as against the Debtors, their assets, or their estates, any judgment obtained in the Inoue Action or take any other action against the Debtor with respect to the Inoue Action.
4. Movants agree that the Inoue Action shall be the sole proceeding in which to resolve any and all claims the Movants may have arising in connection with any and all of the

transactions at issue in the Inoue Action and that any proof of claim the Movants file in the Debtors' bankruptcy arising in connection with such transactions shall be limited to the amount of any final judgment obtained in the Inoue Action.

5. The Movants' requests for an extension of the deadline to object to the Debtors' discharge and to the dischargeability of any claim against the Debtors arising from the Inoue Action shall be deemed withdrawn without prejudice upon the Court's entry of this Stipulation and Consent Order.

6. This Stipulation and Consent Order shall not be modified, altered, amended or vacated without the prior written consent of all Parties hereto. Any such modification, alteration, amendment or vacation in whole or part shall be subject to the approval of this Court. No statement made or action taken in the negotiation of this Stipulation and Order, nor set forth herein, may be used by any Party in the Inoue Action.

7. This Stipulation and Consent Order is the entire agreement between the Parties in respect of the subject matter hereof.

8. Each person who executes this Stipulation and Consent Order on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation and Consent Order on behalf of such Party.

9. This Stipulation and Consent Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. The 14-day stay period under Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is hereby waived and this Stipulation and Consent Order shall be immediately effective upon its entry.

11. This Stipulation and Consent Order shall be of no force or effect unless and until it is approved by the Court.

12. This Court shall retain jurisdiction to resolve all matters relating to the implementation of this Stipulation and Consent Order.

GMAC MORTGAGE, LLC

By: /s/ Norman S. Rosenbaum
Gary S. Lee
Norman S. Rosenbaum
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel for Debtors
and Debtors in Possession*

HITOSHI AND WAKANA INOUE

By: /s/ Michael E. Holt
Michael E. Holt
**FORMAN HOLT ELIADES
RAVIN & YOUNGMAN, LLC**
80 Route 4 East, Suite 290
Paramus, New Jersey 07652
Telephone: (201) 845-1000
Facsimile: (201) 845-9112

*Counsel for Hitoshi and
Wakana Inoue*

Approved and So Ordered
this 17th day of August, 2012 in New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge